

## APPENDIX (F)

### Copies of Email Exchanges between (b) (6) and Preliminary Inquiry Officer

1. Copy of email providing clarification on a statement that was incorporated into the Summary of Communication signed by (b) (6)
2. Provided is a memorandum for the record provided by the above dated 21 January 2015, regarding the incident involving the contractor in question.
3. A copy of Declassification Contract that outlines the (b) (6) (b) (6) roles and responsibilities.

-----Original Message-----

From: (b) (6) [mailto:(b) (6)@ssp.navy.mil]

Sent: Tuesday, June 23, 2015 12:42 PM

To: (b) (6) DON/AA, ITD

Subject: RE: For Immediate Review: Preliminary Inquiry Inputs

This statement is not completely correct: (b) (6) also commented that she relied on the Facility Security Officers to assist with security clearance verification, badging and access to facilities for training"

Each contractor's FSO was responsible for forwarding clearance information through JPAS to DON/AA prior to the individuals reporting for their initial training. Once I was provided information from the contractor that the clearances had been passed, the contractors were provided temporary escorted access to the Fremont site for training purposes. Once the contractors successfully passed the training, those who would be working at the Fremont site were provided badges by me. Those who were going to be assigned to NARA were provided badges by NARA Security after the appropriate clearance information was provided to the NARA Security Department.

Do you need me to sign and return the attachment?

(b) (6) SPIPC

Program Analyst (SP20173)

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<http://www.ssp.navy.mil/>

21 January 2015

Memorandum for the Record

SUBJECT: Clearance of (b) (6)

The following is my recollection of the events that took place regarding the attempts to verify the clearance status of (b) (6)

On August 4, 2014, PM (b) (6) informed me that there was possibly an issue with the clearance of (b) (6) and that she had been asked to leave the site and would not be allowed to return until verification of her clearance was received. Prior to this date, (b) (6) clearance had been successfully passed/received by NARA on multiple occasions and to DOE prior to her attending HRRDR training.

The normal security process prior to this discovery, involved the prime and sub-contractors directly submitting visit requests through JPAS, to (b) (6) in DON/AA, for contractors working or attending training at the Washington Navy Yard and/or the Fremont Building. Separate visit requests were sent to NARA, DOE and other agencies, as necessary for access and/or trainings that do not utilize JPAS. I was never contacted by (b) (6) or notified by any other individual or agency, prior to August 4, 2014, that there was any question or concern regarding (b) (6) clearance or eligibility.

To the best of my knowledge and recollection, (b) (6) was hired by Excalibur, a sub contractor, and had been on the contract providing service to DON/AA since completing training in May 2014. It was my understanding that Excalibur hired (b) (6) under the assumption that she had a valid TS clearance adjudicated by/through NGA where she had previously worked in some capacity. (b) (6) had presented Excalibur with a letter from NGA regarding her clearance which instructed the reader to contact NGA to verify her eligibility, or something to that effect.

In the first week of August I was contacted by (b) (6) of Excalibur. (b) (6) asked that I contact NGA to verify (b) (6) clearance, as he had made previous attempts but was told that a government employee would need to call to obtain this information. I called NGA at 571-558-2300 and spoke with (b) (6). I explained to (b) (6) that I was the (b) (6) on the contract for which (b) (6) was hired and was trying to confirm her clearance as directed by the NGA correspondence she was provided. I was told by (b) (6) that he could not confirm or provide any information concerning (b) (6) as I was not (b) (6) employer and he would need to speak to someone in her contractor's Security Office. I relayed this information to (b) (6).

(b) (6) contacted NGA again and spoke with (b) (6) who confirmed that he has spoken to both (b) (6) and me concerning obtaining a clearance eligibility determination (b) (6). During this discussion (b) (6) was told to have the government agency, for which (b) (6) was contracted to work, contact the NGA security officer, (b) (6) telephone (b) (6) and fax (b) (6). (b) (6) was also told that the Agency requiring the eligibility determination must request in writing on Agency letterhead. I attempted to contact (b) (6) multiple times; however, I do not recall if I ever spoke to him personally.

I discussed (b) (6) request with (b) (6) and informed him that because (b) (6) was hired by the sub-contractor and as stated in the contract, all contractors hired to complete work on

the contract were to have the proper clearance prior to starting employment, I did not feel that it was the Government's responsibility to request any information on (b) (6) from NGA. No further action was taken or anticipated on the part of the government.

(b) (6)



DEPARTMENT OF THE NAVY  
NAVSUP FLEET LOGISTICS CENTER NORFOLK  
700 ROBBINS AVE, BLDG 2B  
PHILADELPHIA, PA 19111-5083

IN REPLY REFER TO

260.1C  
25 July 2012

From: Contracting Officer, FISC Norfolk, Contracting Dept., Philadelphia Office, Philadelphia, PA

To: (b) (6)

Subj: APPOINTMENT AS (b) (6) REPRESENTATIVE (b) (6)

Ref: (a) DFARS 201.602-2  
(b) NAVSUPINST 4205.3C Subj: (b) (6) (b) (6)  
(c) Contractor Performance Assessment Reporting System (CPARS)

Encl: (1) Contract Administration Plan  
(2) Contractor Invoice Review Form  
(3) CPARS Guide dated March 2010 (Not As an enclosure, Available Online -  
<https://www.cpars.esd.disa.mil>)  
(4) Form and Instructions for completing a Services, Information Technology, and Operations Support  
CPAR

1. Pursuant to references (a) and (b), you are hereby appointed as the (b) (6) for the contract resulting from (b) (6). Unless sooner terminated, in writing, by the contracting officer, this appointment shall remain in effect for the life of the contract described above. You are responsible for providing prompt notification to the contracting officer if for any reason it becomes necessary to terminate your appointment as (b) (6). Your authority as a (b) (6) may not be redelegated.
2. As (b) (6) you are the technical representative of the (b) (6) in the administration of the contract described above. Your duties include providing technical direction and guidance as necessary with respect to the specification or statement of work and monitoring the performance of work under the contract. You are to perform your duties in accordance with references (a), (b), (c), enclosures (1), and any amplifying instructions provided herein or provided in writing by the (b) (6) at a later date.
3. In accomplishing your duties as a (b) (6) you are cautioned to ensure that the contract does not become a personal services contract through your actions or the actions of other Government personnel who may assist you in the performance of your duties.
4. Additional duties as (b) (6) concern the recording and reporting of contractor performance. In accomplishing these duties you are required to carefully review and comply with enclosure (3) to ensure that your assessment of the contractor's performance is properly recorded. The applicable format to report the contractor's performance under this contract is hereby provided as enclosure (4) to this letter. You are required to submit your CPAR on-line in the CPARS Automated Information System (AIS), which can be accessed at [www.cpars.navy.mil](http://www.cpars.navy.mil). In order to fulfill this function you will require a User ID and Password. CPARS will notify you after you are registered.
5. You are not authorized, either by this letter, or by references (a) or (b), to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract (or delivery order), or to direct the accomplishment of effort which would exceed the scope of the basic contract (or delivery order). You may be held personally liable for any unauthorized acts. Whenever there is the potential that discussions may impact any of the areas described above, contact the PCO or ordering officer for guidance. You must be especially cautious when providing an interpretation of specifications. The understanding reached, or the technical direction given, must be formalized in writing and

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provided to the contractor with copies provided to the (b) (6) if a delivery order is involved). The contractor shall be notified that if the contractor is of the opinion that the (b) (6) interpretation is erroneous, the contractor shall notify the contracting officer in writing of his/her position.

6. Specific duties, in addition to those required by references (a) and (b) are as follows:

- a. Responsible for controlling all government technical interface with the contractor.
- b. Responsible for ensuring that copies of all government technical correspondence are forwarded to the (b) (6) for placement in the official contract (delivery order) file.
- c. Responsible for promptly furnishing documentation on any requests for change, deviation, or waiver (whether generated by the government or the contractor) to the (b) (6) for placement in the contract (delivery order) file.
- d. Responsible for reviewing contractor invoices and for completing and signing the (b) (6) Form (enclosure (2)) for all contract invoices. Process invoices IAW WAWF instructions.
- e. In the event of contractor delay, or failure to perform, determine the cause, and make recommendations for appropriate corrective and/or preventative measures to the (b) (6).
- f. Periodically check contractor performance to ensure that the individual contractor employees are of the skill levels required and are actually performing at the levels charged during the period covered. Via the contracting officer request assistance from DCAA as necessary.
- g. Periodically check contractor performance to ensure that the labor hours charged appear consistent and reasonable, and that any travel charged was necessary and actually occurred.
- h. Ensure that any Government Furnished Property is adequately monitored and accounted for.
- i. Complete a CPAR in the CPARS AIS. CPARS' purpose is to ensure that data on contractor performance is current and available for use in source selection. The initial CPAR must reflect evaluation of at least 180 days of performance under the contract. The completed CPAR (including contractor comments, if any) should be available in the CPARS AIS for PCO review no later than 270 days after date of the contract (ADC). Subsequent CPARS covering any contract option periods should be ready at 1-year intervals thereafter.

(b) (6)

(b) (6)

Signature and Date

7/26/12

(b) (6)

(b) (6)

(b) (6) Signature

Date

(Constitutes acceptance of the appointment and conditions thereof)